

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

JAMES GLEN  
EMILY MOROREK

Plaintiffs,

V.

CIVIL ACTION NO

DANIEL R. BENDT, ESQ.

Defendant.

AUGUST 17, 2010

COMPLAINT

1. Plaintiffs seek relief pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692; Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act. § 14-204 et seq. ("MCDCA"); and the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.
2. The Court's jurisdiction is conferred by 15 U.S.C.1692k and 28 U.S.C. 1331 and 1367.
3. Plaintiffs are natural persons who reside in Edgewater, MD.
4. Plaintiff is a consumer within the FDCPA.
5. Defendant is a debt collector within the FDCPA.
6. Defendant is a Maryland attorney.
7. Defendant is a law firm and engaged in the business of collecting debts in the State of Maryland with a principal place of business located in 4201 Northview



Drive, Suite 504 Bowie, MD 20716.

8. The principal purpose of Defendant business is the collection of debts and Defendant regularly attempts to collect debts alleged to be due another.

9. Defendant communicated with Plaintiff James Glen via letter dated April 8, 2010 in connection with collection efforts with regard to Plaintiff's disputed personal debt.

10. Defendant demanded payment of \$4,150.00, interest of \$455.86 and attorney fees of \$1,037.50, on behalf of the original creditor (Accurate Insulation, LLC) despite the fact, no home improvement contract was signed by either of the Plaintiffs and his claim that the underlying contract so provided was not true and false, deceptive and misleading in violation of §1692e.

11. Defendant a licensed attorney in the Great State of Maryland violated the Maryland Home Improvement Law specifically, § 8-617 by demanding payment before the signing of a home improvement contract.

12. The Defendant advised the Plaintiff James Glen, in his initial collection letter dated April 8, 2010, that he had thirty days to dispute this debt per the required notice of §1692g Validation of Debts Clause.

13. The Defendant over-shadowed the Validation of Debts Clause notice (§1692g) by also stating in the letter dated April 8, 2010, that if the Plaintiff James Glen, did



not pay the debt in full or a reasonable payment plan made within 2 weeks, he would be forced to file suit.

14. Defendant sent a second collection letter addressed to Plaintiff Emily L. Morozek, dated May 4, 2010, attempting to collect a debt.

15. Defendant stated Plaintiff Emily L. Morozek owed \$4,150.00 in principal, interest of \$455.86 and \$1,037.50 in attorney fees.

16. Defendant claimed if she did not pay him in full within 2 weeks, he would be forced to file suit, overshadowing the validation of debt clause and attempting to collect attorney fees, despite the fact there is no contract signed by Plaintiff providing for same.

17. Defendant filed suit against both Plaintiffs on May 20, 2010 on behalf of Accurate Insulation, LLC, a licensed home improvement contractor.

18. Defendant filed this action, despite the prohibition as stated in the Maryland Home Improvement Law § 8-617, having no signed contract by either Plaintiff and attempted to collect attorney fees and interest, referencing a contract when he knew none existed.

19. In the collection efforts, the Defendant violated the FDCPA; inter alia, section 1692e, f and g.



SECOND COUNT:

20. The allegations of the First Count are repeated and realleged as if fully set forth herein.

21. Within three years prior to the date of this action Defendant has engaged in acts and practices as to Plaintiffs in violation of the Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act § 14-204 et seq. ("MCDCA").

22. Defendant has committed unfair or deceptive acts or practices within the meaning of the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.

WHEREFORE Plaintiffs respectfully requests this Court to:

1. Award Plaintiffs statutory damages pursuant to the FDCPA.
2. Award Plaintiffs statutory damages pursuant to MDCDCA.
3. Award Plaintiffs costs of suit and a reasonable attorney's fee.
4. Award such other and further relief as this Court may see fit.

THE PLAINTIFFS

BY/S/Bernard T. Kennedy  
Bernard T. Kennedy, Esquire  
The Kennedy Law Firm  
P.O. Box 657  
Edgewater, MD 21037  
Ph (443) 607-8901  
Fax (443) 607-8903  
Fed. Bar # Md26843  
bernardtkennedy@yahoo.com